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dren who, after majority, were to receive "the full income" annually until thirty-five years of age, when they were to receive the principal. In case of death of either grandson under thirty-five leaving issue, his share was to be paid to such issue. A part of the estate consisted of United States bonds commanding a premium at the testator's death of 28% and another part consisted of stock in a corporation which after the creation of the trust estates declared a stock dividend. *Held*: (1) that no part of the income of the former could be set apart to secure the remainder sum against loss caused by depreciation in the value of the bonds as they approached maturity; (2) that "the full income" included stock dividends. Cases contrary to the first holding are *Trust Co. v. Eaton*, 140 Mass. 532; *Reynal v. Theband*, 23 N. Y. Supp. 615; but the right of authority is that the intention of the testatrix, as expressed in the will, must govern. *Hite v. Hite*, 93 Ky. 257, 20 S. W. 778; *Peckham v. Newton*, 15 R. I. 322. In respect to stock dividends many authorities are to be found on each side. Contrary to the above decision are *Minot v. Paine*, 99 Mass. 101; *Gibbons v. Mahon*, 136 U. S. 549, 10 Sup. Ct. 1057, and many of the old English cases. The English and Massachusetts doctrine, however, has been repudiated in *In re Kernochan*, 104 N. Y. 615; *Monson v. Trust Co.*, 140 N. Y. 498, 35 N. E. 945.

Railroads—Who are Passengers.—*Missouri K. & T. Ry. Co. of Texas v. Williams*, 42 S. W. Rep. (Texas) 855. The defendant in error, with the *bona fide* intention of becoming a passenger on a train and not having time to purchase a ticket, jumped on the train while it was in motion and at the most convenient place, which was the front end of the baggage car. The fireman, seeing him there and thinking him a trespasser, threw hot water on him, forcing him to jump off, whereby he broke his leg. In an action for damages it was *held* he could not recover. In order to raise an implied contract of carriage the person desiring to be carried must board the train with the *bona fide* intention of becoming a passenger; be ready and willing to pay his fare when called upon; and also take passage upon the part of the train provided for carrying passengers (*Merrill v. Railroad Co.*, 139 Mass. 238).

Order to Produce Receipts—Noncompliance.—*Flemming v. Lawless et al.* 38 Atl. Rep. (N. J.) 864. Upon a motion in behalf of defendants to open a final decree, the petition therefor was based upon the discovery by the defendants of a certain receipt alleged to have been made by complainant's agent, and not in possession or control of defendants when the cause was tried. Objection to the motion was made on the ground that defendant having pleaded payments and alleged that they had "vouchers ready to be produced and proved," complainant, being ignorant of such vouchers, had procured an order in accordance with Sec. 157 of the common law practice act, requiring defendant to produce "the receipts, vouchers, and other evidence in writing of the payment" of the sums as set forth in the answer. Defendant, at the time of the order, had in his possession separate receipts (one of which is the one lately discovered, and the foundation of this petition), but produced instead of these a consolidated receipt, purporting to be for all the payments. *Held*, that defendant cannot now produce the separate receipt, in view of the practice act above mentioned (sec. 157), providing that a paper shall not be given in evidence where a party has refused to comply with the order to produce it.